CLINICAL EDUCATION/FACILITY USE AGREEMENT

This Agreement is between Redwood City School District, located at 750 Bradford Street, Redwood City, CA 94063 (hereafter "FACILITY"), and San Mateo County Community College District, located at 3401 CSM Drive, San Mateo, CA 94402, for its College of San Mateo, (hereinafter "SCHOOL") and is effective as of July 1, 2026.

RECITALS

A. FACILITY owns and operates an educational institution, (referred to as "Premises.").

B. SCHOOL has a Nursing Program ("Program") for its student(s), and this Program requires training at FACILITY so that the student(s) can fulfill an academic requirement. SCHOOL desires its students to obtain practical experience at FACILITY's premises through participation in a clinical education training program ("Program").

C. It is to the mutual benefit of the parties to this Agreement that the student(s)/instructor(s) of SCHOOL's Program use the FACILITY for academic purposes.

NOW, THEREFORE, the parties agree as follows:

1. GENERAL INFORMATION

A. Primary Contacts. Both parties shall designate primary contacts ("Primary Contact") respectively, who shall coordinate with each other in the planning, implementation and coordination of the Program to be provided to the student(s). There will be ongoing communications and periodic evaluation between the parties relating to changes or issues involving staff, curriculum, policies and/or procedures.

B. Preliminary Information. Both parties, before the beginning of the training, shall agree upon the location(s), the number and identity of the student(s) participating under this Agreement, and the period of time for each student's training at least 30 days prior to beginning of training based upon the availability of space and other considerations. The student to instructor ratio shall not exceed fifteen (15) to one (1).

C. Supervision. SCHOOL shall maintain responsibility for student activities and conduct while in the FACILITY, and shall maintain supervision over the Program (including all grading).

D. Faculty/Instructors. SCHOOL shall provide instructor(s) to supervise and provide all instruction and student activities for the Program in FACILITY.

E. Status of Students/Instructors. It is expressly agreed and understood by SCHOOL and FACILITY that student(s) and instructor(s) under this Program are in attendance for educational purposes, and such student(s) and instructor(s) are not considered employees of FACILITY for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, or workers' compensation insurance.

F. Non-Discrimination. The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, sexual orientation, age, or veteran status.

G. Responsibility for Health Care Services. FACILITY shall retain all professional and administrative responsibility for the health care services provided at FACILITY to the extent required to comply with Cal. Ed Code § 49422 et seq. and Title 5 of the CCR (specifically, 5 CCR § 3051.12).

2. SCHOOL'S RESPONSIBILITIES

A. Student/Instructor Contact Information. SCHOOL shall complete and send to FACILITY information for each student and instructor enrolled in the Program, which shall include the student's/instructor's name, address and telephone number prior to the beginning of the planned training. FACILITY shall regard this information as confidential.

B. Schedule of Assignments. SCHOOL shall notify the FACILITY of its planned schedule of student assignments and/or any changes in student assignments, including the name of the student, level of academic preparation and length and dates of training.

C. Program Coordinator. SCHOOL shall designate a faculty member to coordinate with a designee of FACILITY in the planning implementing and coordinating of the training Program to be provided to students.

D. Records. SCHOOL shall maintain all attendance and academic records of the student(s) participating in the Program, and personnel records for its instructor(s), in accordance with all legal requirements.

E. Rules and Regulations. SCHOOL shall enforce rules and regulations governing the students that are mutually agreed upon by SCHOOL and FACILITY.

F. Health Policy. SCHOOL shall provide FACILITY, prior to a student's arrival at the FACILITY, with proof of immunity consistent with FACILITY employee health policy (attached hereto as **Exhibit A**) and notify the FACILITY if student is a known carrier of an infectious or communicable disease. If such information indicates that patient(s) of FACILITY would be placed at risk by the presence of a particular student, FACILITY reserves the right to refuse to allow such student to participate in the Program at FACILITY. FACILITY is not financially responsible for providing these tests for student(s). FACILITY has the same requirements for any SCHOOL instructor(s) participating under this Agreement

G. Student/Instructor Responsibilities. SCHOOL shall notify each student and instructor that he/she is responsible for:

1) Following the clinical and administrative policies, procedures, rules and regulations of FACILITY;

2) Arranging for their own transportation and living arrangements when not provided by SCHOOL;

3) Arranging for and assuming the cost of their own health insurance;

4) Assuming responsibility for care for their personal illness, necessary immunizations, tuberculin test, and annual health examination;

5) *Intentionally Omitted.*

6) Following dress code of the Facility and wearing name badges identifying themselves as students.

7) Attending an orientation of FACILITY premises. (Students will be oriented by their instructors. Instructors/preceptors receive an orientation from FACILITY).

H. Background Checks. FACILITY requires a lawful background check for each student and instructor before the planned training. FACILITY is not financially responsible for the background check. Details of the requirements for the background check are set forth in **Exhibit B** attached hereto. If any information obtained through the background check may indicate that patient(s) of FACILITY would be placed at risk by the presence of a particular student and/or instructor, FACILITY reserves the right to refuse to allow such student and/or instructor to participate in the Program at FACILITY. Students participating in a program shall agree to abide by the background check requirements of the FACILITY and that the SCHOOL is not responsible for providing an alternative facility should the student not agree to comply with the requirements of the FACILITY.

I. Payroll Taxes and Withholdings. SCHOOL shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for students, employees, and agents of SCHOOL providing services under this Agreement. SCHOOL shall, defend indemnify and hold FACILITY harmless from all liability and responsibilities therefore.

3. FACILITY'S RESPONSIBILITIES

A. FACILITY Designee. FACILITY shall designate a member of FACILITY's staff to participate with the designee of School in planning, implementing and coordinating the training Program.

B. Access to Facilities. FACILITY shall permit students enrolled in the Program, access to FACILITY premises as appropriate and necessary for their Program, provided that the presence of the students shall not interfere with the activities of FACILITY.

C. Emergency Health Care/First Aid. FACILITY shall, on any day when student is receiving training at its Facilities, provide to student necessary emergency health care or first aid for accidents occurring in its Facilities. Except as provided regarding such emergencies, FACILITY shall have no obligation to furnish medical or surgical care to any student.

D. Availability and Appropriateness of Facilities. FACILITY shall provide a learning environment that is available and appropriate in relation to School's program objectives.

E. Facility's Staff. FACILITY shall ensure that FACILITY staff is adequate in number and quality to ensure safe and continuous communication between FACILITY and SCHOOL. FACILITY shall ensure that all activities performed by SCHOOL'S student(s) are performed under the appropriate supervision of a FACILITY credentialed employee.

4. CLINICAL TRAINING (IF APPLICABLE)

A. Training Capacity. If student(s) is participating in clinical training, student(s) shall perform in a training capacity only and shall not be used to treat patients in lieu of trained professionals employed by FACILITY. Student(s) shall perform services for patients only when under the supervision of a qualified FACILITY professional. FACILITY and SCHOOL shall coordinate all appropriate supervision.

B. Accreditation. FACILITY shall conform to the requirements of any appropriate accreditation agency overseeing the Program. Upon request, FACILITY shall permit the appropriate accreditation agency to make site visits to FACILITY to verify the instructional and academic experience of the SCHOOL's student(s).

5. INDEMNIFICATION

A. It is agreed that SCHOOL shall defend, save harmless and indemnify FACILITY, its officers, Agents and Employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of SCHOOL, its officers, Agents, Employees and/ or Students.

B. It is agreed that FACILITY shall defend, save harmless and indemnify SCHOOL, its Officers Agents, Employees and/or Students from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of FACILITY, its Officers, Agents and/or Employees.

C. In the event of concurrent negligence of FACILITY, its Officers, Agents and/or Employees, and SCHOOL, its Officers, Agents, Employees and/or Students, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

6. INSURANCE

A. FACILITY shall maintain a program of insurance or self-insurance to provide general liability coverage, with limits of at least One Million Dollars ($1,000,000) for each occurrence and Three Million Dollars ($3,000,000) in the annual aggregate. If such coverage is written on a claims-made basis, coverage shall continue for a period of not less than three

(3) years following termination of this Agreement. Upon request, FACILITY shall provide SCHOOL with certificate(s) evidencing the foregoing coverage. FACILTY shall provide at least thirty (30) days prior written notice to SCHOOL of any substantial change to or cancellation of said coverage.

B. *SCHOOL shall take out and maintain a "claims made" policy of professional liability insurance, with limits not less than $1 million per occurrence, and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of $5 million per occurrence and $20 million in aggregate throughout the course of this agreement. Such policy or policies shall name the FACILITY as an additional named insured. To the extent coverage is on a claims-made basis, SCHOOL agrees that not less than 30 days prior to the effective date of termination of SCHOOL's current insurance coverage or termination of this Agreement, SCHOOL shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the SCHOOL's current coverage or prior to termination of this Agreement, as applicable. The SCHOOL shall also maintain and provide evidence of workers' compensation and disability coverage as required by law. The SCHOOL shall provide FACILITY with certificate(s) evidencing the forgoing coverage. The SCHOOL shall provide at least 30 days prior written notice to FACILITY of any substantial change to or cancellation of said coverage.*

The FACILITY is not to assume, nor shall it assume by this Agreement, any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any student or employee of the SCHOOL while they are on the premises of the FACILITY or while performing any duty whatsoever under the terms of this Agreement.

7. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above, and shall remain in effect for ***two (2) years***. This agreement may be renewed upon mutual written agreement of the parties.

B. Termination.

1) Mutual Agreement. This Agreement may be terminated at any time upon the written concurrence of the parties.

2) Without Cause. This Agreement may be terminated without cause with 30 days' advanced written notice by either party. Such termination shall not take effect, however, with regard to students already enrolled until such time as those students have completed their training for the school semester during which such termination notice is given.

C. Withdrawal of Student(s)/Instructor(s). FACILITY may request SCHOOL to withdraw from the Program any student or instructor whom FACILITY determines is not performing satisfactorily, or who refuses to follow FACILITY's policies, procedures, rules and/or regulations, or violates federal or State laws. FACILITY may also deny participation in the Program to any student in accordance with the provisions of California Labor Code sections

432.7 and 432.8. FACILITY reserves the right to suspend from participation immediately any student or instructor who poses an imminent danger of harm to patients or others. SCHOOL shall comply with any such request by FACILITY within twenty-four (24) hours, unless FACILITY agrees to a longer period of time.

8. GENERAL PROVISIONS

A. Amendments. This Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with a governing State or federal law, it shall be deemed amended accordingly.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this Section shall be null and void.

C. Attorneys' Fees. In the event that any action, including arbitration, is brought by either party to enforce or interpret the terms of this Agreement, each party understands and agrees to pay their own attorneys' fees and legal costs.

D. Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement, including all Attachments, is the entire Agreement between the parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Force Majeure. Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control or either party. However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

H. Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:

TO SCHOOL: San Mateo County Community College District
3401 CSM Drive
San Mateo, CA 94402
Attention: Executive Vice Chancellor

TO FACILITY: Office of the County Attorney, San Mateo County
400 County Center, 6th Floor
Redwood City, CA 94063
Contact: Lauren F. Carroll, Deputy County Attorney
Phone Number: (650) 363-4787

J. Remedies. The various rights, options, elections, powers, and remedies of the respective parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

K. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

L. Waiver of Provisions. Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or any other term or condition hereof.

M. Compliance with Law and Regulatory Agencies. FACILITY and SCHOOL shall comply with all applicable provisions of law and other valid rules and regulations of all governmental agencies having jurisdiction over: (i) the operation of the FACILITY; (ii) the licensing of health care practitioners; and (iii) the delivery of services to patients of governmentally regulated third party payors whose members/beneficiaries receive care from FACILITY. This shall specifically include compliance with applicable provisions of Title 22 of the California Code of Regulations. SCHOOL shall also comply, and shall ensure its student(s) and instructor(s) comply, with all applicable standards and recommendations of The Joint Commission; the bylaws, policies and procedures of FACILITY; and the laws and regulations regarding services provided to patients covered by Medicare and/or Medi-Cal.

N. No Referrals. Nothing in this Agreement is intended to obligate and shall not obligate any party to this Agreement to refer patients to any other party.

O. No Third Party Beneficiaries. Unless otherwise set forth herein, nothing contained herein is intended nor shall be construed to create rights running to the benefit of third parties.

P. *Intentionally Omitted.*

Q. *Confidentiality. Both parties shall protect the confidentiality of each other's records and information, and shall not disclose confidential information without the prior written consent of the other party. SCHOOL agrees to comply with FACILITY policy and procedure related*

to confidentiality. Additionally, the parties acknowledge that student records are confidential and agree to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

9. EXECUTION.

By their signatures below, each of the following represent that they have authority to execute his Agreement and to bind the party on whose behalf their execution is made.

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Name: Dr. Richard Storti

Title: Executive Vice Chancellor of Administrative Services

Date: _____

REDWOOD CITY SCHOOL DISTRICT

By: _____

Name: Dr. Christian J. Rubalcaba

Title: Superintendent

Date: _____

REDWOOD CITY SCHOOL DISTRICT

By: _____

Name: Rick Edson RE

Title: Chief Business Official

Date: _____

EXHIBIT A
FACILITY'S HEALTH SCREENING REQUIREMENTS

All students are required to complete a **Tuberculosis (TB) screening** as part of the program's health clearance requirements.

END OF EXHIBIT A

EXHIBIT B
FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Clinical Education/Facilities Use Agreement ("Agreement") between the Redwood City School District ("District") and San Mateo County Community College District ("SMCCCD"):

One of the boxes below must be checked with regard to SMCCCD and SMCCCD students and personnel (officers, principals, paid or unpaid employees, volunteers, agents) ("SMCCCD's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

☐ SMCCCD's Students and Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

___ The services provided by SMCCCD/SMCCCD's Students and's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

___ SMCCCD/SMCCCD's Students and's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

_____

_____

___ SMCCCD/SMCCCD's Students and's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

_____

_____

☒ SMCCCD's Students and Personnel are not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all SMCCCD's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of SMCCCD's Students and Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). If SMCCCD performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of SMCCCD's Students and's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of SMCCCD's Students and's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

SMCCCD CERTIFICATION

I am a representative of SMCCCD entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of SMCCCD. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is SMCCCD's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all SMCCCD's Students and Personnel throughout the duration of the Agreement. **A list of SMCCCD's Students and Personnel is attached hereto as Attachment A.**

Date: _____

SMCCCD: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT "A" to FINGERPRINT CERTIFICATION

SMCCCD's Personnel and Students

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

If further space is required for the list of personnel, attach additional copies of this page.

EXHIBIT C
TUBERCULOSIS CERTIFICATION

In accordance with the tuberculosis ("TB") certification requirements of Education Code section 49406 (Contract Employees Only)

With respect to the Agreement between the Redwood City School District ("District") and San Mateo County Community College District ("SMCCCD"):

PLEASE CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

☐ Consultant hereby certifies to the District that it and, if applicable, its employees shall only have limited or no contact (as determined by the District) with District students at all times during the Term of this Agreement; OR

☒ The following students and employees of SMCCCD shall have more than limited contact (as determined by the District) with District students during the Term of this Agreement and, at no cost to the District, has or have received a TB risk assessment or examination in full compliance with the requirements of Education Code section 49406:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

[Attach and sign additional pages, as needed.]

SMCCCD shall maintain on file the certificates showing that the individuals listed above submitted a TB risk assessment, and, if TB risk factors were identified, were examined to determine that he or she is free of infectious TB. These forms shall be regularly maintained and updated by SMCCCD and shall be available to District upon request or audit.

SMCCCD further agrees and acknowledges that all new students or personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

CERTIFICATION

I am a representative of SMCCCD, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of SMCCCD. By signing below, under penalty of perjury, I certify that the information contained on this certification form and attached student and employee list(s) is accurate. I understand that it is SMCCCD's sole responsibility to maintain, update, and provide the District with current "Tuberculosis Certification," along with the student and employee list, throughout the duration of the Agreement.

Date: _____

Name of SMCCCD: _____

Signature: _____

Print Name and Title: _____